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## CONTRACT TERMS AND CONDITIONS

Ecc. 1. (a) The carrier or party in possession of any of the property berein described shall be liable as at common law for any loss thoreof or damage thereta, except as bereinsfier provided,

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perits of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession, of the property harrin described shall be liable for the loss or damage thereto or responsible for its committee, operation of results and the property of the property harrin described shall be liable for the loss or damage thereto or responsible for its modifical, operation, operation of the carrier or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier of party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, craiter, bundles, carriom, losses, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impussable highway, or lock of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of neglicence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damings, or delay occurring while the property is stopped and hold or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(c) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense or shall property or be allen thereon. The escrier shall not be liable for loss or damage occasioned by fundgation or disinfection ar other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's efficiers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the efforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its spents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of declination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier is suing this bill of lading, or carrier in possession of the property when the loss, damage injury or delay occurred, within 30 days after delivery of the property (or in case of export part); within nine months after delivery at port of export) or, in case of faither to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and usits shall be instituted against any carrier only within two years and one day from the day when notice is writing is given by the estrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier has a filed or suits are not instituted thereon in accordance with the foregoing provisions.

(c) Any carrier or party liable on account of loss or demage to any of said property shall have the full benefit of any insurance that may have been effected upon on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the part of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the purporty to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility in a warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for atomac. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the planing of such goods in warehouse shall be left at the address given for delivery and matird to any other address given on the bill of lating for notification, showing the warehouse in which such property has been tracked, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consigues or the party entitled to receive it upon tender of delivery or said consignee or party entitled to receive it fails to receive it or alam within 15 days after notice of arrival of the property at destination shall have been duly sen or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sant, or given to the consigner notice that the property has been refused or remains unclaimed, as the case may be and that it will be subject to sak mader the terms of the bill of inding if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the property was refused or remains unclaimed was mailed, sant, or given.

(c) Where perishable property which has been transported berounder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: provided, that if there he time for service of notification to the consigner or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is said.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construe to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(c) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, are fawful charges and the expense of notice, advantisement, sale, and other necessary expense and of caring for and maintaining the property, if proper same requires special expense; and should there he a balance, it shall be raid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the places or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specia, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

see of the constant against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

See 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading buttl all tariff rates and charges thereon have been paid. The consigner shall be liable for the advances, tariff charges, packing, storage and significantly and the state of this bill of lading buttl all tariff rates and charges thereon have been paid. The consigner shall be liable for the advances, tariff charges, packing, storage and significantly all the same property in the same part of the consigner of the consigner of the carrier contrary to such stipulation, shall make delivery without requiring payment of such charges; Provided, that, where the carrier has been instructed by the shipper or consigner of the consigner of the shipper of the shipper or consigner, such consigner shall not be legally liable for transportation charges in the same part of the property has been delivered to him, if the consignee of the time of delivery for which he is otherwise liable) which may be found to he due after the property has been delivered to him, if the consignee of such agency and absence of beneficial title in said property, and, the prior to delivery of said property has been delivering carrier in writing of the fact of such agency and absence of beneficial title in said property, and, the prior to delivery of said property has been delivering carrier in writing of the name and address of the beneficial owner, shall be liable for such additional charges. Nothing herein shall limit the right of the cause of a shipment of the dearges. If upon inspection is is aseed tained that the articles shipped are not those described to this bill of lading,

Hec. 8. If this bill of lading is farmed on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or evasure to this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bil of lading shall be enforceshis according to its original tenor.